



**FIRST-TIER TRIBUNAL  
PROPERTY CHAMBER  
(RESIDENTIAL PROPERTY)**

|                                  |   |                                                   |
|----------------------------------|---|---------------------------------------------------|
| <b>Case Reference</b>            | : | <b>LON/00BC/MNR/2026/0067</b>                     |
| <b>Property</b>                  | : | <b>21b The Dive,<br/>Ilford<br/>Essex IG1 3EZ</b> |
| <b>Applicant</b>                 | : | <b>John Burger (Tenant)</b>                       |
| <b>Representative</b>            | : | <b>None</b>                                       |
| <b>Respondent</b>                | : | <b>Saroj Sharma (Landlord)</b>                    |
| <b>Representative</b>            | : | <b>None</b>                                       |
| <b>Type of Application</b>       | : | <b>Section 13(4) Housing Act 1988</b>             |
| <b>Tribunal Members</b>          | : | <b>N Martindale FRICS</b>                         |
| <b>Date and venue of Hearing</b> | : | <b>10 Alfred Place London WC1E 7LR</b>            |
| <b>Date of Decision</b>          | : | <b>29 April 2026</b>                              |

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**REASONS FOR DECISION**

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**Background**

- 1 The First Tier Tribunal received an application dated 31 December 2025 from the tenant of the Property, regarding a notice of increase of rent served by the landlord, under S.13 of the Housing Act 1988 (the Act).
- 2 The notice, dated 2 December 2025, proposed a new rent of £1400 per calendar month with effect from and including 6 January 2026. The passing rent was said to be £1300 pcm.

- 3 The tenancy is an assured periodic monthly tenancy. A copy of the last tenancy agreement was provided. The original tenancy ran from 6 December 2019, for 1 calendar year, it then expired. The tenant is now holding over. The rent review clause in the former fixed term no longer applies to rent increases since the fixed term expired in 2020.
- 4 Directions were issued for representations on the substantive issue of the new rent. Neither party requested a hearing. The Tribunal does not routinely carry out inspections.
- 5 The Tribunal carefully considered and noted such representations as it received from both parties and the location layout size and condition of the Property and other available and let comparable properties nearby. The tenant provided some 8No. pictures of the flat mainly of the bathroom/ utility room with various damp issues to wall and ceiling.

### **Tenants Representations**

- 6 The tenant set out in later representations to the Tribunal on 19 March 2026 the following: *Below is additional information to assist your valuation:*
  1. *I have replaced the missing control knobs on all radiators*
  2. *Replaced faulty kitchen light*
  3. *Replaced cartridges in the kitchen taps*
  4. *There is currently a repair order from the council, but I don't know the details*
  5. *Rust spots in the bath repaired by gloss paint*
  6. *The 4 internal doors are made of broken hardboard*
  7. *Major cracks between the house and the kitchen bathroom extension*
  8. *Boiler now broken. I have had no heating or hot water for 16 days*
  9. *There is no room thermostat*
  10. *No mixer tap on the bathroom sink, therefore no way of controlling the water temperature*
  11. *Rain leaking through the kitchen ceiling*
  12. *Front window does not fully close and seal therefore losing heat energy at my cost*
  13. *Photos of doors and radiators attached*

### **Landlords Representations**

- 7 The landlord provided the following responses by letter of 9 April 2024:
- 8 Vulnerability: The landlord set out her age and health conditions which this dispute and general tenant relations, had worsened.
- 9 Procedural Failure: The landlord stated that the tenant had not informed her of the Tribunal application, despite an instruction to do so. It was typical of the tenants approach to rules.

- 10 Section 13 Notice: The landlord provided a full complete and legible copy of the S.13 Notice which the tenant had not.
- 11 Factual inaccuracies and Statement of Facts: The current rent is £1300 not as stated by the tenant £1000 pcm. The tenant has now reverted to paying only £1000 pcm. The landlord included brief details, undated of screen shots of similar flats to let locally and asked them to be considered.
- 12 Evidence of rent by conduct: The landlord provided an argument that the passing rent was £1300 pcm and that this had been paid for many months it was only in the last 6 months that the tenant started to offer £1000 pcm.
- 13 Challenging the Applications validity: The application is full of errors to mislead the Tribunal in its setting the new rent.
- 14 Supporting the Increase to £1400: There is reference to annual growth in prices which significantly exceeds the rise in rent here. The landlord provided some screen shots of local flats to let at around £1400 to £1500 pcm.
- 15 Rent Arrears: These left the landlord short of income from the letting.
- 16 Form 4: The Notice was not defective. There is no rent review clause in the former fixed term tenancy in any case. Rent has never been paid on time or in full and has to be chased.
- 17 Furniture: The tenant chose to use their own fridge, those provided by the landlord are in storage. The washing machine is the landlords.
- 18 Improvements: The minor disrepair asserted by the tenant is challenged by the landlord – radiator covers, lights, the mould is ‘fictitious’.
- 19 Repairs: The boiler was replaced in March 2026. various alarms provided for smoke and carbon dioxide detection, ‘came and went’.
- 20 Access: For repairs and inspection more generally was always difficult.

## **Property**

- 21 The Property is two room ground floor flat. It is set within a former Edwardian semi-detached house which is on 3 levels including the converted roof space. Within a former established residential area of houses many of which have since been converted into flats in LB Redbridge. There is off road parking and on street restrictions.
- 22 Accommodation is on one level, 2 bedrooms, living room, kitchen bathroom/wc, double glazing, central heating. The building has fair faced brick external walls and a double pitched hipped concrete tiled

roof over. (Google Streetview August 2025). There was no furniture just provision of disputed white goods. Carpets and curtains were taken to be the landlords.

## Law

- 23 In accordance with the terms of S14 of the Housing Act 1988 we are required to determine the rent at which we consider the property might reasonably be expected to let in the open market, by a willing landlord, under an assured tenancy, on the same terms as the actual tenancy; ignoring any increase in value attributable to tenant's improvements and any decrease in value due to the tenant's failure to comply with any terms of the tenancy. Thus the Property falls to be valued as it stands; assuming it to be in reasonable internal decorative condition.

## Decision

- 24 From the 'matrix' of the notice and procedures followed or otherwise, by the parties the Tribunal recognises the scope for use of a S.13 notice following the end of the fixed term lease in 2020, regardless of whether there had been a rent review clause in the former fixed term agreement. The FORM 4 used on this occasion is recognised and applied by the Tribunal therefore, to review the rent. From the evidence clearly the passing rent was £1300 pcm, though this figure has little relevance to the market rent now, which is simply the open market level of this Property reflecting the terms of the former lease.
- 25 The Tribunal notes the minor aspects of disrepair and difficulty in access for the landlord at the Property. The personal circumstances of the landlord are not a factor for the Tribunal to take in to account when setting the rent.
- 26 Based on the Tribunal's own general knowledge of market rent levels in LB Redbridge determines that the subject Property would let on a normal Assured Shorthold Tenancy (AST) terms, for £1500 per calendar month fully fitted and in good order. The Tribunal, from the evidence available, found that the Property had some minor defects in the bathroom/ utility room as outlined by the tenant. For this reason the Tribunal makes a small deduction of £75 pcm from this starting figure leaving £1425 pcm.
- 27 The new rent will therefore be £1425 per calendar month with effect from the date in the Landlord's Notice. **The Landlord is not obliged to charge this sum and may charge a significantly lower rent as a result of their own choice, policy, or governmental regulation. They may not however, charge a rent in excess of it.**

Name: N. Martindale FRICS Date: 29 April 2026

### **Rights of appeal**

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If either party is dissatisfied with this decision, they may apply for permission to appeal to the Upper Tribunal (Lands Chamber) on any point of law arising from this Decision.

Prior to making such an appeal, an application must be made, in writing, to this Tribunal for permission to appeal. Any such application must be made within 28 days of the issue of this decision to the person making the application (regulation 52 (2) of The Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rule 2013).

If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e., give the date, the property, and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).